

AN ORDINANCE approving Contract FOR RES. #481-91, RANCHWOOD STORM DRAINAGE IMPROVEMENT PHASE III between LIBERTY CONSTRUCTION COMPANY, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

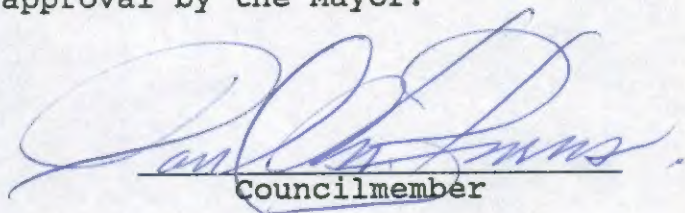
SECTION 1. That the Contract FOR RES. #481-91, RANCHWOOD STORM DRAINAGE IMPROVEMENT PHASE III by and between LIBERTY CONSTRUCTION COMPANY, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

the reconstruction of an open drain and the installation of a storm sewer intended and adapted for use by property owner(s) whose property is a part of the drainage shed area served by this drain and the same is hereby ordered on and along the attached described line. Said storm sewer shall be 48" in diameter;

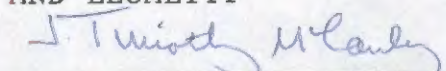
involving a total cost of Two Hundred Twenty-Two Thousand Four Hundred Twenty-Five and no/100 Dollars (\$222,425.00).

SECTION 2. Prior Approval has been requested from Common Council on JULY 8, 1991. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

RESOLUTION NUMBER 481-1991

RANCHWOOD STORM DRAINAGE IMPROVEMENT - PHASE III

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that:

The reconstruction of an open drain and the installation of a storm sewer intended and adapted for use by property owner(s) whose property is a part of the drainage shed area served by this drain and the same is hereby ordered on and along the following described line:

Beginning at a point 45± LF East and 25± LF South of the Southwest corner of Lot #37 Gerkes Trier Road Addition as recorded in Plat Book 22, Page(s) 13-14 in the Office of the Recorder of Allen County, Indiana, said point being the centerline of an existing open ditch; thence Easterly 655± LF to the West line of Lot #45 in said Addition; thence Easterly and Southeasterly 1,334± LF to a proposed storm sewer manhole 10± LF South and 5± LF West of the Northeast corner of lot #58 in Greendale Addition Section B as recorded in Plat Book 21, page 128 in the Office of the Recorder of Allen County, Indiana; thence Southeasterly 190± LF to a proposed storm sewer manhole 10± LF East and 5± LF South of the Southwest corner of Lot #63 of said Greendale Addition; thence Easterly 185± LF to a proposed storm sewer manhole; thence Southeasterly 65± LF to a proposed storm sewer manhole; thence South 147± LF to a proposed storm sewer manhole 20± LF East and 20± LF North of the centerline intersection of Trier Road and Greendale Drive; thence East 160± LF to a proposed storm sewer manhole 45± LF West and 20± LF North of the centerline intersection of Trier Road and Elwood Drive being the terminus of this description.

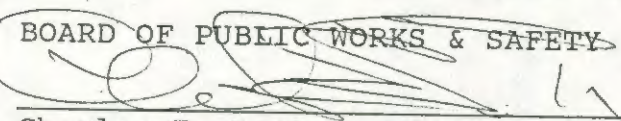
Said storm sewer shall be 48" in diameter.

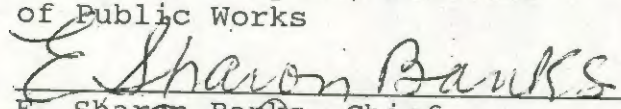
Said drains and storm sewers with all their appurtenances shall be constructed in accordance with the City of Fort Wayne Sewer Utility Standards and Specifications.

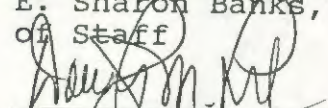
The cost of said drain improvement shall be paid by the City of Fort Wayne through proceeds from Ranchwood Storm Drainage Funds.


ADOPTED this 22 day of May 1991.

BOARD OF PUBLIC WORKS & SAFETY


Charles E. Layton, Director
of Public Works


E. Sharon Banks, Chief
of Staff


Douglas M. Lehman, Director
of Administration & Finance

ATTEST: 
Patricia Crick, Clerk

**CONSTRUCTION CONTRACT
RANCHWOOD STORM DRAINAGE IMPROVEMENT
PHASE III**

Resolution 481-1991

Board Order 115-90

Work Order 73470

THIS CONTRACT made and entered into in triplicate this 3 day of July, 1991, by and between LIBERTY CONSTRUCTION INC., herein called **CONTRACTOR**, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called **OWNER**;

WITNESSETH, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

The reconstruction of an open drain and the installation of a storm sewer intended and adapted for use by property owner(s) whose property is a part of the drainage shed area served by this drain and the same is hereby ordered on and along the following described line:

Beginning at a point 45± LF East and 15± LF South of the Southwest corner of Lot #37 Gerkes Trier Road Addition as recorded in Plat Book 22, Page(s) 13-14 in the Office of the Recorder of Allen County, Indiana, said point being the centerline of an existing open ditch; thence Easterly 665± LF to the West line of Lot #34 in said Addition; thence Easterly and Southeasterly 1,334± LF to a proposed storm sewer manhole 10± LF South and 5± LF West of the Northeast corner of Lot #58 in Greendale Addition Section B as recorded in Plat Book 21, page 128, in the Office of the Recorder of Allen County, Indiana; thence Southeasterly 190± FL to a proposed storm sewer manhole 10± LF East and 5± LF South of the Southwest corner of Lot #63 of said Greendale Addition; thence Easterly 185± LF to a proposed storm sewer manhole; thence Southeasterly 65± LF to a proposed storm sewer manhole and 20± LF North and 20± LF East of the centerline intersection of Trier Road and Greendale Drive; thence East 160± LF to a proposed storm sewer manhole 45± LF West and 20± LF North of

the centerline intersection of Trier Road and Elwood Drive being the terminus of this description. Said storm sewer shall be 48" in diameter, and,

all according to FORT WAYNE SEWER UTILITY Drawing Number SY11238, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract, the unit price sum of TWO HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED TWENTY FIVE DOLLARS AND NO/100 (\$222,425.00) DOLLARS. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for RESOLUTION #481-1991
- b. Instructions to Bidders for RESOLUTION 481-1991
- c. Contractor's Proposal dated 12 June 1991
- d. Fort Wayne Engineering Department Drawing Number #11238
- e. Supplemental Specifications for Contract No. 90-W-04
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Comprehensive Liability Insurance Coverage.
- l. Form 96.
- m. EBE commitment form

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a **Performance and Guaranty Bond** in favor of the **City of Fort Wayne** in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER**, within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the **Statutes of the State of Indiana**.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the **Director of Board of Public Works and Safety** of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the **Board of Public Works and Safety**.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within **Ninety (90) consecutive calendar days** after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the **OWNER** by the **Mayor and Board of Public Works and Safety** of the **City of Fort**

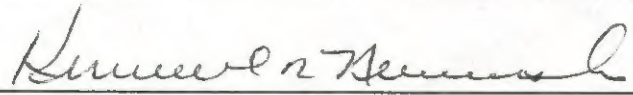
Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.


CONTRACTOR: LIBERTY CONSTRUCTION, INC.

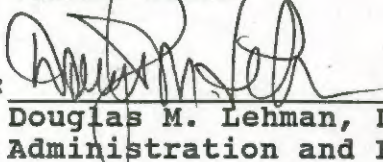

By: KENNETH R. NEUMEISTER President

CITY OF FORT WAYNE


By: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY


By: _____
Charles E. Layton, Director
Public Works


By: _____
Douglas M. Lehman, Director
Administration and Finance

ATTEST:


Patricia Crick, Clerk

APPROVED AS TO FORM AND LEGALITY BY: _____
R. DAVID BOYER
ASSOCIATE CITY ATTORNEY

Read the first time in full and on motion by Burns
seconded by Quinn, and duly adopted, read the second time
title and referred to the Committee on City Publics (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building
Fort Wayne, Indiana, on _____, the _____
of _____, 19_____, at _____ o'clock _____ M., E.S.

DATED: 7-9-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by Quinn, and duly adopted, placed on its
passage. PASSED lost by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 7-23-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 200-91
on the 23rd day of July, 1991

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

Seal
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 24th day of July, 1991
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 24th day of July
1991, at the hour of 2:15 o'clock P. M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #481-91, Ranchwood Storm
Drainage Improvement Phase III

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for Res. #481-91, Ranchwood Storm
Drainage Improvement - Ph. III, is for the reconstruction of an open drain
and the installation of a storm sewer intended and adapted for use by
property owner(s) whose property is a part of the drainage shed area
served by this drain and the same is hereby ordered on and along the
attached described line. (See attached Resolution) Said storm sewer
shall be 48" in diameter. Liberty Construction Company, Inc., is the
contractor. PRIOR APPROVAL IS BEING REQUESTED JULY 8, 1991.

EFFECT OF PASSAGE: Improved storm sewer conditions at above location.

EFFECT OF NON PASSAGE:

D-51-07-22

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$222,425.00
(Ranchwood Storm Drainage Funds)

ASSIGNED TO COMMITTEE:

BILL NO. S-91-07-22

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~XXXXXX~~ RESOLUTION approving Contract FOR
RES. #481-91, RANCHWOOD STORM DRAINAGE IMPROVMENT PHASE III
between LIBERTY CONSTRUCTION COMPANY, INC. and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and Safety

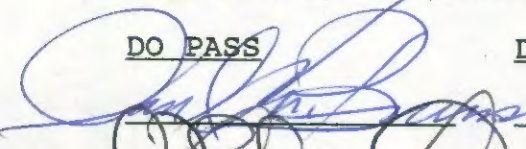
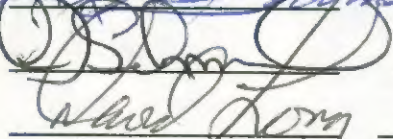
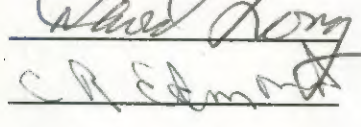
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 7-23-91.

Sandra E. Kennedy
City Clerk